

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

ROMA PRESLEY,

Plaintiff,

v.

Case No. 20-CV-387-JFH-CDL

CITY OF TULSA et al.,

Defendants.

JOURNAL ENTRY OF JUDGMENT UPON AGREED SETTLEMENT

This matter is before the Court on the Joint Motion for Journal Entry of Judgment filed by Plaintiff Roma Presley, as Special Administrator of the Estate of Joshua Wayne Harvey (“Plaintiff”) and Defendant City of Tulsa (the “City”). Dkt. No. 98.

The Court, having reviewed the allegations set forth in Plaintiff’s Petition [Dkt. No. 2-1 at 11-44] and the City’s Offer of Proof filed May 27, 2022 [Dkt. No. 97] and considered that: (1) the statutory requirements pursuant to 62 OS 2011 § 362 have been met; (2) the judgment proceeds shall be paid from the City’s Sinking Fund which has sufficient funds available pursuant to the Affidavit of Chad D. Becker, the City’s Financial Services Manager; (3) the City’s Mayor has authorized a compromised settlement in the sum of One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00); (4) Plaintiff fully understands the finality of the settlement agreement with the City, which precludes additional or further compensation for damages arising from the events giving rise to this action, identified in Plaintiff’s Petition; (5) Plaintiff wishes to settle all claims and causes of action relating to the events identified in her Petition, including costs and fees, upon payment in the sum of One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00), the Court finds that:

1. The Court has jurisdiction over the subject matter of this lawsuit and the parties

hereto:

2. Plaintiff, for herself and her representative capacity, is fully aware of her rights in this matter, and it is Plaintiff's desire to waive her right to trial by jury;

3. Plaintiff desires to accept as full, final, and complete settlement the sum of One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00), for any and all damages, losses, fees, and expenses sustained as a result of the events identified in Plaintiff's Petition;

4. This settlement is not an admission that the City or its employees were negligent or engaged in a constitutional violation, but is only a recognition of the uncertainty of trial;

5. Plaintiff has agreed to dismiss with prejudice or forgo any and all claims against any employees of the City individually with respect to the events described in Plaintiff's Petition;

6. By agreement of the parties, the City's payment to Plaintiff will stand as full compensation to Plaintiff in her personal and representative capacity and preclude any further or separate action by Plaintiff or those she represents against the City, a municipal corporation, or any of its employees, arising from or relating to the events described in Plaintiff's Petition;

7. The City has agreed to settle Plaintiff's lawsuit in the sum of One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00);

8. The City shall pay the Plaintiff from the City's Sinking Fund which has sufficient funds available to pay said judgment; and

9. That all parties request this Court to approve and finalize their mutual settlement.

IT IS THEREFORE ORDERED that Plaintiff, for herself and in her representative capacity, has and recovers from the Defendant City of Tulsa, Oklahoma, damages in the total sum of One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00), as full, final, and complete compensation for any and all damages, losses, fees, and expenses incurred or

sustained incident to the events described in Plaintiff's Petition and that said damages shall be paid from the Defendant City of Tulsa's Sinking Fund which has sufficient funds available to pay the judgment; and

IT IS FURTHER ORDERED that Plaintiff's claims against Defendant City of Tulsa are dismissed with prejudice and that payment to Plaintiff by Defendant City of Tulsa will preclude any further or separate action by Plaintiff against Defendant City of Tulsa or any employee of Defendant City of Tulsa arising from or pertaining to the events described in Plaintiff's Petition.

Dated this 3rd day of June 2022.



JOHN F. HEIL, III
UNITED STATES DISTRICT JUDGE